ГП ГРАДИТЕЉ ДОО
Нови Сад, Руменачки пут бр.2
Број 05
Датум 08.01. 20 25. год.

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA
Br/No. JV-NS-CON-HT-2024-030
Datum/Date 08.01.2025

Ugovor o izvođenju radova na otklanjanju kolizije gasovoda i puta na stacionaži u km. 173+470 u Subotici

Contract for the Execution of Works on resolving the collision between the Gas pipeline and the Road at K173+470 in Subotica

zaključen između:

concluded between:

**CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD**
kao Izvođač,

i

**GRADITELJ NS d.o.o. Novi Sad**
kao Podizvođač

**CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD**
as the Contractor

and

**GRADITELJ NS d.o.o. Novi Sad**
as the Subcontractor

31.12.2024

31.12.2024

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Ugovor je zaključen između sledećih ugovornih strana:

**China Railway International Co. Ltd Ogranak Beograd**, sa sedištem u Beogradu, ul. Rajka Mitića br. 8, matični broj: 29507228, PIB: 110034583, koje zastupa gospodin Qi Fengran (u daljem tekstu: Izvođač),

i

Građevinsko preduzeće **"Graditelj NS" d.o.o.** sa sedištem u Novom Sadu, ul. Rumenački put br. 2, matični broj: 08582165, PIB: 100398338, koje zastupa gospodin Ljupko Kalaba (u daljem tekstu: Podizvođač),

**Preambula**

S OBZIROM DA je dana 7.7.2018. godine potpisan Komercijalni ugovor o modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na području Republike Srbije, deonica Novi Sad – Subotica, između Vlade Republike Srbije (Finansijer), Infrastruktura Železnica Srbije (Investitor) i Joint Venture China Railway International Co., Ltd. i China Communications Construction Company Ltd., (Izvođač) („Komercijalni ugovor");

S OBZIROM DA u skladu sa Ugovorom o Komercijalni, Izvođač ima pravo da deo Radova ustupi podizvođačima;

Nakon prijateljskih pregovora, obje strane se slažu kako sledi.

**ČLAN 1. PREDMET UGOVORA**

Predmet ovog Ugovora je izvođenje radova na otklanjanju kolizije gasovoda i puta u km. 173+470 u Subotici, a u svemu prema ponudi Podizvođača br. 01/296 od 30.12.2024. usvojenoj od strane Izvođača, a koja čini sastavni deo ovog Ugovora.

**ČLAN 2. VREDNOST UGOVORA**

Prema Ponudi iz člana 1 ovog Ugovora, vrednost Ugovora je 5.508.381,95 RSD bez PDV-a i

This Agreement was entered into between the following parties:

**China Railway International Co. Ltd Ogranak Beograd**, with the registered seat in Belgrade, Rajka Mitića Street no. 8, identification no: 29507228, TIN: 110034583, legally represented by Mr Qi Fengran (hereinafter referred to as: the Contractor,

and

Construction Company "**Graditelj NS" d.o.o.** with the registreted seat in Novi Sad, Rumenački put street No. 2, identification no: 08582165, TIN: 100398338, legally represented by Mr Ljupko Kalaba (hereinafter referred to as the: Subcontractor),

**Preamble**

WHEREAS the Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, section Novi Sad – Subotica, was entered by the Government of the Republic of Serbia (Financier), Infrastructure of Serbian Railways JSC (Investor) and Joint venture of China Railway International Co., Ltd. and China Communications Construction Company Ltd, (Contractor) ("Commercial contract") on July 7, 2018;

WHEREAS in accordance with the Commercial contract, the Contractor is entitled to subcontract part of the construction works;

After friendly negotiation, both parties agree as follows.

**ARTICLE 1. SUBJECT OF THE CONTRACT**

The subject of this Contract is Execution of Works on resolving the collision between the Gas pipeline and the Road at K173+470 in Subotica, in all according to Subcontractor's Offer No. 01/296 dated 30.12.2024, approved by the Contractor, which is an integral part of this Contract.

**ARTICLE 2. CONTRACT VALUE**

In accordance with the Offer from Article 1 from this Contract, the Contract's value is 5,508,381.95



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uključuje sve direktne i indirektne troškove Podizvođača. PDV će biti obračunat u skladu sa Zakonom.

Ukupna cena bazirana je na količinama iz Ponude i obuhvata dobit Podizvođača kao i troškove organizovanja gradilišta, pripremnih radova, pratećeg materijala, rada, opreme i druge direktne ili indirektne troškove Podizvođača. Osim kako je naznačeno u ovom Ugovoru, ugovorena cena ne može se menjati.

RSD (VAT excluded) and includes all direct and indirect costs of the Subcontractor. The VAT shall be calculated in accordance with the Law.

The total price is based on quantities from the Offer include the Subcontractor's profit as well as expenses of organizing the construction site, preparation works, accompanying materials, labors, equipment, and other direct or indirect expenses of the Subcontractor. Except as stipulated in this agreement, the contract price cannot be modified.

**ČLAN 3. NAČIN PLAĆANJA**

Izvođač će Podizvođaču uplati avans u iznosu od 30% vrednosti Ugovora definisanoj u Članu 2, u roku od 15 dana od dostavljanja avansnog računa.

Ostatak u roku od 15 dana od dana nakon odobrenja privremene situacije. Uz privremenu situaciju Podizvođač dostavlja građevinske listove potpisane od strane odgovornog inženjera koga imenuje Izvođač.

**ARTICLE 3. METHOD OF PAYMENT**

The Contractor shall pay the Subcontractor an advance payment, in the amount of 30% of the Contract Value defined in Article 2, within 15 days from the delivery of the Advance Payment Invoice.

The rest of the payment shall be 15 days after approval of IPC. Together with IPC the Subcontractor submits Measurement Sheets signed by responsible engineer appointed by the Contractor.

**ČLAN 4. OBAVEZE PODIZVOĐAČA**

Podizvođač će rešenjem imenovati odgovorno lice za izvršenje Radova u skladu sa st. 2, čl. 151 Zakona o planiranju i izgradnji.

Podizvođač se obavezuje da predmetne radove izvede stručno i kvalitetno u svemu prema zakonskim propisima, normativima i standardima za ovu vrstu posla. Podizvođač poseduje sve potrebne kvalifikacije i dozvole/sertifikate za izvršenje radova iz člana 1 ovog Ugovora.

Podizvođač je dužan da poštuje sva uputstva u vezi sa bezbednošću potrebna za izvršenje Radova na Gradilištu, uključujući upotrebu odgovarajuće bezbednosne opreme u skladu sa propisima nadležnih organa, uputstvima izvođača i zahtevima koje postavlja Merodavno pravo.

Podizvođač preuzima punu odgovornost za podobnost, stabilnost i sigurnost svih aktivnosti izvedenih na Gradilištu, svih građevinskih metoda i svih Radova, bez obzira na bilo koje odobrenje ili saglasnost Predstavnika Izvođača.

**ARTICLE 4. OBLIGATIONS OF THE SUBCONTRACTOR**

The Subcontractor shall appoint by Decision a responsible person for execution of Works in accordance with par. 2, article 151 from the Construction Law.

The Subcontractor undertakes to perform the work in question professionally and with quality in all respects in accordance with legal regulations, norms and standards for this type of work. The Subcontractor has all the necessary qualifications and permits/certificates to perform the Works from Article 1 from this Contract.

The Subcontractor shall comply with all safety instructions required for the execution of Works on the Site, including use of appropriate safety equipment pursuant to regulations of the competent authorities, such instructions as the Contractor shall provide, and in accordance with the Governing Law.

The Subcontractor shall assume full liability for the suitability, stability and safety of all actions carried out on the Site, all construction methods and all Works, regardless of any approval or consent of the Contractor's Representative.



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Podizvođač će takođe biti odgovoran za bilo koju štetu pretrpljenu od strane bilo koje osobe ili imovine koja se nalazi uz Gradilište u vezi sa izvođenjem Radova, u istoj meri kao da je šteta pričinjena na Gradilištu ukoliko su u vezi sa Radovima.

**ČLAN 5. OBAVEZE IZVOĐAČA**

Izvođač će obezbediti vršenje stručnog nadzora nad izvršenjem ugovornih obaveza Podizvođača, imenujući odgovornu osobu koja će potpisivati neophodnu dokumentaciju na gradilištu (građevinska knjiga, građevinski dnevnik).

Izvođač se obavezuje da plati Podizvođaču ugovorenu cenu pod uslovima i na način određen u članu 2. i 3. ovog Ugovora.

**ČLAN 6. ROK**

Rok za završetak radova je 45 dana od uvođenja u posao.

**ČLAN 7. ZAVRŠNE ODREDBE**

Za sve što ovim Ugovorom nije posebno utvrđeno primenjuju se odredbe Zakona o obligacionim odnosima, Posebne uzanse o građenju, i drugi pozitivni propisi Republike Srbije.

Sve eventualne sporove ugovorne strane će rešavati sporazumno. Ukoliko do sporazuma ne dođe, ugovara se nadležnost Privrednog suda u Novom Sadu.

Ovaj Ugovor sačinjen je u 4 istovetna dvojezična primerka, na engleskom i na srpskom jeziku, od kojih su po dva za svaku od Ugovornih strana. U slučaju neslaganja između verzije na srpskom i verzije na engleskom jeziku, verzija na engleskom jeziku će biti merodavna.

Ovaj Ugovor stupa na snagu danom potpisivanja.

The Subcontractor shall be also liable for any damages sustained by any persons and property located on real properties adjacent to the Site in connection with the execution of Works, to the same extent as if the damages were sustained on the Site if they are connected with the Works.

**ARTICLE 5. OBLIGATIONS OF THE CONTRACTOR**

The Contractor will provide professional supervision over the execution of the Subcontractor's contractual obligations, appointing a responsible person who will sign the necessary documentation on the construction site (construction book, construction diary).

The Contractor undertakes to pay the Subcontractor the agreed price under the conditions and in the manner specified in Articles 2 and 3 of this Contract.

**ARTICLE 6. DEADLINE**

The deadline for completing the works is 45 days from the commencement of the work.

**ARTICLE 7. FINAL PROVISIONS**

The provisions of the Law on Obligations, Special Customs on Construction, and other positive regulations of the Republic of Serbia shall apply to everything that is not specifically determined by this Agreement.

All possible disputes will be resolved amicably by the contracting parties. If no agreement is reached, the jurisdiction of the Commercial Court in Novi Sad is agreed.

This Agreement is drawn in 4 identical bilingual counterparts in English and Serbian, two for each of the Parties. In case of discrepancies between language versions, the English language version shall prevail.

This Agreement shall enter into force on the day of signing.



ЗМ.

Za i u ime PODIZVOĐAČA

Ljupko Kalaba, direktor

For and on behalf of THE SUBCONTRACTOR

Ljupko Kalaba, director

Za i u ime IZVOĐAČA

Qi Fengran, zastupnik ogranka stranog pravnog lica

For and on behalf of THE CONTRACTOR

Qi Fengran, representative of a branch of a foreign legal entity



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